

**NOTE: CHANGES MADE BY THE COURT**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

PS 121, INC.

Plaintiff,

v.

SHANA APPAREL, INC., et al.

Defendant.

Case No. 2:25-cv-05354-CBM-SK

STIPULATED PROTECTIVE ORDER  
**WITH COURT CHANGES**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the

1 procedures that must be followed and the standards that will be applied when a party  
2 seeks permission from the court to file material under seal.

3  
4 B. GOOD CAUSE STATEMENT

5 This action is likely to involve trade secrets, customer and pricing lists, and  
6 other valuable research, development, commercial, financial, technical and/or  
7 proprietary information for which special protection from public disclosure and from  
8 use for any purpose other than prosecution of this action is warranted. Such  
9 confidential and proprietary materials and information consist of, among other things,  
10 confidential business or financial information, information regarding confidential  
11 business practices, or other confidential research, development, or commercial  
12 information (including information implicating privacy rights of third parties),  
13 information otherwise generally unavailable to the public, or which may be privileged  
14 or otherwise protected from disclosure under state or federal statutes, court rules, case  
15 decisions, or common law. Accordingly, to expedite the flow of information, to  
16 facilitate the prompt resolution of disputes over confidentiality of discovery materials,  
17 to adequately protect information the parties are entitled to keep confidential, to  
18 ensure that the parties are permitted reasonable necessary uses of such material in  
19 preparation for and in the conduct of trial, to address their handling at the end of the  
20 litigation, and serve the ends of justice, a protective order for such information is  
21 justified in this matter. It is the intent of the parties that information will not be  
22 designated as confidential for tactical reasons and that nothing be so designated  
23 without a good faith belief that it has been maintained in a confidential, non-public  
24 manner, and there is good cause why it should not be part of the public record of this  
25 case.

26  
27 2. DEFINITIONS

28 2.1 Action: This pending federal law suit, captioned above as Case No.

1 2:25-cv-05354-CBM-SK.

2       2.2 Challenging Party: a Party or Non-Party that challenges the designation  
3 of information or items under this Order.

4       2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
5 how it is generated, stored, or maintained) or tangible things that qualify for protection  
6 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
7 Cause Statement.

8       ~~2.4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”~~  
9 ~~(“AEO”) Information or Items: information (regardless of how it is generated, stored~~  
10 ~~or maintained) or tangible things that qualify for protection under Federal Rule of~~  
11 ~~Civil Procedure 26(c), and as specified above in the Good Cause Statement, and which~~  
12 ~~requires additional protection beyond CONFIDENTIAL Information or Items.~~

13       2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their  
14 support staff).

15       2.6 Designating Party: a Party or Non-Party that designates information or  
16 items that it produces in disclosures or in responses to discovery as  
17 “CONFIDENTIAL” or ~~“HIGHLY CONFIDENTIAL – AEO.”~~

18       2.7 Disclosure or Discovery Material: all items or information, regardless  
19 of the medium or manner in which it is generated, stored, or maintained (including,  
20 among other things, testimony, transcripts, and tangible things), that are produced or  
21 generated in disclosures or responses to discovery in this matter.

22       2.8 Expert: a person with specialized knowledge or experience in a matter  
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
24 an expert witness or as a consultant in this Action.

25       2.9 House Counsel: attorneys who are employees of a party to this Action.  
26 House Counsel does not include Outside Counsel of Record or any other outside  
27 counsel.

28       2.10 Non-Party: any natural person, partnership, corporation, association, or

1 other legal entity not named as a Party to this action.

2       2.11 Outside Counsel of Record: attorneys who are not employees of a party  
3 to this Action but are retained to represent or advise a party to this Action and have  
4 appeared in this Action on behalf of that party or are affiliated with a law firm which  
5 has appeared on behalf of that party, including support staff.

6       2.12 Party: any party to this Action, including all of its officers, directors,  
7 employees, consultants, retained experts, and Outside Counsel of Record (and their  
8 support staffs).

9       2.13 Producing Party: a Party or Non-Party that produces Disclosure or  
10 Discovery Material in this Action.

11       2.14 Professional Vendors: persons or entities that provide litigation support  
12 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
13 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
14 and their employees and subcontractors.

15       2.15 Protected Material: any Disclosure or Discovery Material that is  
16 designated as “CONFIDENTIAL or ~~“HIGHLY CONFIDENTIAL AEO.”~~”

17       2.16 Receiving Party: a Party that receives Disclosure or Discovery Material  
18 from a Producing Party.

19  
20 3. SCOPE

21       The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or extracted  
23 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
24 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
25 or their Counsel that might reveal Protected Material.

26       Any use of Protected Material at trial shall be governed by the orders of the  
27 trial judge. This Order does not govern the use of Protected Material at trial.  
28

1 4. DURATION

2 Even after final disposition of this litigation, as defined in Section 13 (FINAL  
3 DISPOSITION), the confidentiality obligations imposed by this Order shall remain  
4 in effect until a Designating Party agrees otherwise in writing or a court order  
5 otherwise directs.

6  
7 5. DESIGNATING PROTECTED MATERIAL

8 5.1 Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Non-Party that designates information or items for protection under this  
10 Order must take care to limit any such designation to specific material that qualifies  
11 under the appropriate standards. The Designating Party must designate for protection  
12 only those parts of material, documents, items, or oral or written communications that  
13 qualify so that other portions of the material, documents, items, or communications  
14 for which protection is not warranted are not swept unjustifiably within the ambit of  
15 this Order.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations  
17 that are shown to be clearly unjustified or that have been made for an improper  
18 purpose (e.g., to unnecessarily encumber the case development process or to impose  
19 unnecessary expenses and burdens on other parties) may expose the Designating Party  
20 to sanctions.

21 If it comes to a Designating Party's attention that information or items that it  
22 designated for protection do not qualify for protection, that Designating Party must  
23 promptly notify all other Parties that it is withdrawing the inapplicable designation.

24 5.2 Manner and Timing of Designations. Except as otherwise provided in  
25 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise  
26 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
27 under this Order must be clearly so designated before the material is disclosed or  
28 produced.

1 Designation in conformity with this Order requires:

2 (a) for information in documentary form (e.g., paper or electronic  
3 documents, but excluding transcripts of depositions or other pretrial or trial  
4 proceedings), that the Producing Party affix at a minimum, the legend  
5 “CONFIDENTIAL” ~~or “HIGHLY CONFIDENTIAL — AEO”~~ (hereinafter  
6 “CONFIDENTIAL legend”), to each page that contains protected material. If only a  
7 portion or portions of the material on a page qualifies for protection, the Producing  
8 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
9 markings in the margins).

10 A Party or Non-Party that makes original documents available for  
11 inspection need not designate them for protection until after the inspecting Party has  
12 indicated which documents it would like copied and produced. During the inspection  
13 and before the designation, all of the material made available for inspection shall be  
14 deemed ~~“HIGHLY CONFIDENTIAL — AEO.”~~ After the inspecting Party has  
15 identified the documents it wants copied and produced, the Producing Party must  
16 determine which documents, or portions thereof, qualify for protection under this  
17 Order. Then, before producing the specified documents, the Producing Party must  
18 affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If  
19 only a portion or portions of the material on a page qualifies for protection, the  
20 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
21 appropriate markings in the margins).

22 (b) for testimony given in depositions that the Designating Party  
23 identify the Disclosure or Discovery Material on the record, before the close of the  
24 deposition all protected testimony.

25 (c) for information produced in some form other than documentary  
26 and for any other tangible items, that the Producing Party affix in a prominent place  
27 on the exterior of the container or containers in which the information is stored the  
28 legend “CONFIDENTIAL” ~~or “HIGHLY CONFIDENTIAL — AEO.”~~ If only a

1 portion or portions of the information warrants protection, the Producing Party, to the  
2 extent practicable, shall identify the protected portion(s).

3       5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
4 failure to designate qualified information or items does not, standing alone, waive the  
5 Designating Party's right to secure protection under this Order for such material.  
6 Upon timely correction of a designation, the Receiving Party must make reasonable  
7 efforts to assure that the material is treated in accordance with the provisions of this  
8 Order.

9  
10 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11       6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.

14       6.2 Meet and Confer. The Challenging Party Shall initiate the dispute  
15 resolution process under Civil Local Rule 37-1 et seq.

16       6.3 The burden of persuasion in any such challenge proceeding shall be on  
17 the Designating Party. Frivolous challenges, and those made for an improper purpose  
18 (e.g., to harass or impose unnecessary expenses and burdens on other parties), may  
19 expose the Challenging Party to sanctions. Unless the Designating Party has waived  
20 or withdrawn the confidentiality designation, all parties shall continue to afford the  
21 material in question the level of protection to which it is entitled under the Producing  
22 Party's designation until the Court rules on the challenge.

23  
24 7. ACCESS TO AND USE OF PROTECTED MATERIAL

25       7.1 Basic Principles. A Receiving Party may use Protected Material that is  
26 disclosed or produced by another Party or by a Non-Party in connection with this  
27 Action only for prosecuting, defending, or attempting to settle this Action. Such  
28 Protected Material may be disclosed only to the categories of persons and under the



1 conditions described in this Order. When the Action has been terminated, a Receiving  
2 Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
11 as well as employees of said Outside Counsel of Record to whom it is reasonably  
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel)  
14 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and  
21 Professional Vendors to whom disclosure is reasonably necessary for this Action and  
22 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information  
24 or a custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in  
26 the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
27 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
28 will not be permitted to keep any confidential information unless they sign the



1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
2 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
3 deposition testimony or exhibits to depositions that reveal Protected Material may be  
4 separately bound by the court reporter and may not be disclosed to anyone except as  
5 permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 ~~7.3 Disclosure of “HIGHLY CONFIDENTIAL – AEO” Information or~~  
9 ~~Items. Unless otherwise ordered by the Court or permitted in writing by the~~  
10 ~~Designating Party, a Receiving Party may disclose any information or item designated~~  
11 ~~“HIGHLY CONFIDENTIAL – AEO” only to the persons listed in to the persons in~~  
12 ~~7.2(a) and (c)-(i) above (i.e. excluding category (b), party officers, directors, and~~  
13 ~~employees including House Counsel).~~

14  
15 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
16 OTHER LITIGATION

17 If a Party is served with a subpoena or a court order issued in other litigation  
18 that compels disclosure of any information or items designated in this Action as  
19 “CONFIDENTIAL” or ~~“HIGHLY CONFIDENTIAL – AEO,”~~ that Party must:

20 (a) promptly notify in writing the Designating Party. Such  
21 notification shall include a copy of the subpoena or court order;

22 (b) promptly notify in writing the party who caused the subpoena or  
23 order to issue in the other litigation that some or all of the material covered by the  
24 subpoena or order is subject to this Protective Order. Such notification shall include  
25 a copy of this Stipulated Protective Order; and

26 (c) cooperate with respect to all reasonable procedures sought to be  
27 pursued by the Designating Party whose Protected Material may be affected.

28 If the Designating Party timely seeks a protective order, the Party served with

1 the subpoena or court order shall not produce any information designated in this action  
2 as “CONFIDENTIAL” ~~or “HIGHLY CONFIDENTIAL – AEO”~~ before a  
3 determination by the court from which the subpoena or order issued, unless the Party  
4 has obtained the Designating Party’s permission. The Designating Party shall bear  
5 the burden and expense of seeking protection in that court of its confidential material,  
6 and nothing in these provisions should be construed as authorizing or encouraging a  
7 Receiving Party in this Action to disobey a lawful directive from another court.

8  
9 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
10 PRODUCED IN THIS LITIGATION

11 (a) The terms of this Order are applicable to information produced by  
12 a Non-Party in this Action and designated as “CONFIDENTIAL” ~~or “HIGHLY~~  
13 ~~CONFIDENTIAL – AEO.”~~ Such information produced by Non-Parties in connection  
14 with this litigation is protected by the remedies and relief provided by this Order.  
15 Nothing in these provisions should be construed as prohibiting a Non-Party from  
16 seeking additional protections.

17 (b) In the event that a Party is required, by a valid discovery request,  
18 to produce a Non-Party’s confidential information in its possession, and the Party is  
19 subject to an agreement with the Non-Party not to produce the Non-Party’s  
20 confidential information, then the Party shall:

21 (1) promptly notify in writing the Requesting Party and the  
22 Non-Party that some or all of the information requested is subject to a confidentiality  
23 agreement with a Non-Party;

24 (2) promptly provide the Non-Party with a copy of the  
25 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
26 reasonably specific description of the information requested; and

27 (3) make the information requested available for inspection by  
28 the Non-Party, if requested.

1 (c) If the Non-Party fails to seek a protective order from this Court  
2 within 14 days of receiving the notice and accompanying information, the Receiving  
3 Party may produce the Non-Party's confidential information responsive to the  
4 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
5 Party shall not produce any information in its possession or control that is subject to  
6 the confidentiality agreement with the Non-Party before a determination by the Court.  
7 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
8 of seeking protection in this Court of its Protected Material.

9  
10 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
12 Protected Material to any person or in any circumstance not authorized under this  
13 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
14 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
15 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or  
16 persons to whom unauthorized disclosures were made of all the terms of this Order,  
17 and (d) request such person or persons to execute the "Acknowledgment and  
18 Agreement to Be Bound" that is attached hereto as Exhibit A.

19  
20 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
21 PROTECTED MATERIAL

22 When a Producing Party gives notice to Receiving Parties that certain  
23 inadvertently produced material is subject to a claim of privilege or other protection,  
24 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
25 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
26 may be established in an e-discovery order that provides for production without prior  
27 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
28 parties reach an agreement on the effect of disclosure of a communication or

1 information covered by the attorney-client privilege or work product protection, the  
2 parties may incorporate their agreement in the stipulated protective order submitted  
3 to the Court.

4  
5 12. MISCELLANEOUS

6 12.1 Right to Relief. Nothing in this Order abridges the right of any person  
7 to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
9 Protective Order, no Party waives any right it otherwise would have to object to  
10 disclosing or producing any information or item on any ground not addressed in this  
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any  
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific  
16 Protected Material at issue. If a Party's request to file Protected Material under seal  
17 is denied by the court, then the Receiving Party may file the information in the public  
18 record unless otherwise instructed by the court.

19  
20 13. FINAL DISPOSITION

21 Final disposition shall be deemed to be the later of (1) dismissal of all claims  
22 and defenses in this Action, with or without prejudice; and (2) final judgment herein  
23 after the completion and exhaustion of all appeals, rehearings, remands, trials, or  
24 reviews of this Action, including the time limits for filing any motions or applications  
25 for extension of time pursuant to applicable law. After the final disposition of this  
26 Action, within 60 days of a written request by the Designating Party, each Receiving  
27 Party must return all Protected Material to the Producing Party or destroy such  
28 material. As used in this subdivision, "all Protected Material" includes all copies,

1 abstracts, compilations, summaries, and any other format reproducing or capturing  
2 any of the Protected Material. Whether the Protected Material is returned or  
3 destroyed, the Receiving Party must submit a written certification to the Producing  
4 Party (and, if not the same person or entity, to the Designating Party) by the 60 day  
5 deadline that (1) identifies (by category, where appropriate) all the Protected Material  
6 that was returned or destroyed; and (2) affirms that the Receiving Party has not  
7 retained any copies, abstracts, compilations, summaries, or any other format  
8 reproducing or capturing any of the Protected Material. Notwithstanding this  
9 provision, Counsel are entitled to retain an archival copy of all pleadings, motion  
10 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,  
11 deposition and trial exhibits, expert reports, attorney work product, and consultant  
12 and expert work product, even if such materials contain Protected Material. Any such  
13 archival copies that contain or constitute Protected Material remain subject to this  
14 Protective Order as set forth in Section 4 (DURATION).

15  
16 14. Any willful violation of this Order may be punished by any and all appropriate  
17 measures including, without limitation, contempt proceedings and/or monetary  
18 sanctions.  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2  
3 Dated: August 5, 2025

ROBINS KAPLAN LLP

4  
5 By: /s/ David Martinez  
6 David Martinez  
7 Attorneys for Plaintiff  
8 PS 121, Inc. d/b/a Jess & Jane

9  
10 Dated: August 5, 2025

RUTAN & TUCKER, LLP

11  
12 By: /s/ Meredith L. Williams  
13 Meredith L. Williams  
14 Attorneys for Defendant  
15 Shana Apparel, Inc.

16  
17 **ATTESTATION**

18 Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i), I, Meredith L. Williams, hereby  
19 attest that all other signatories listed, and on whose behalf the filing is submitted,  
20 concur in the filing's content and have authorized the filing.

21 Dated: August 5, 2025

RUTAN & TUCKER, LLP

22  
23 By: /s/ Meredith L. Williams  
24 Meredith L. Williams  
25 Attorneys for Defendant  
26 Shana Apparel, Inc.

27 ///

28 ///

1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

2  
3 Dated: August 6, 2025



Honorable Steve Kim  
United States Magistrate Judge

4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
I have read in its entirety and understand the Stipulated Protective Order that was  
issued by the United States District Court for the Central District of California on  
[date] in the case of \_\_\_\_\_ **[insert formal name of the case and the number  
and initials assigned to it by the court]**. I agree to comply with and to be bound by  
all the terms of this Stipulated Protective Order, and I understand and acknowledge  
that failure to so comply could expose me to sanctions and punishment in the nature  
of contempt. I solemnly promise that I will not disclose in any manner any  
information or item that is subject to this Stipulated Protective Order to any person or  
entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_